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4 mp

2 hereby certify that this correspondence is being
3 deposited with the United States Postal Service
4 with sufficient postage as first class mail in an
5 envelope addressed to: Assistant Commissioner
6 for Patents, Washington, D.C. 20231, on: May 13, 2002.

7 Robert Moll

8 Robert Moll

9 **UNITED STATES PATENT AND TRADEMARK OFFICE**

10 In re Application of: Norman Ken Ouchi

Examiner: Unknown

11 Title: Workflow Systems and Methods for

Art Unit: 2154

12 Project Management and Information

Attorney Docket No. Solelectron 721

13 Management

14 Application No. 10/037,545

15 Filing date: December 21, 2001

16 **PETITION FOR FILING BY OTHER THAN INVENTOR UNDER 35 USC 118**

17 Assistant Commissioner for Patents

18 Washington, D.C. 20231

19 Dear Examiner:

20 I petition to make application for patent on behalf of Norman Ken Ouchi (Dr. Ouchi), an inventor
21 of the subject matter contained in the above-identified application.

22 Attached is an inventor's declaration that I signed on behalf of the Dr. Ouchi under 37 CFR 1.64
23 (Attachment A).

24 Solelectron Corporation (Solelectron) granted authority to me to sign the inventor's declaration and
25 act on its behalf as attorney on the application (Attachment B).

26 Solelectron employed Dr. Ouchi at the time the invention was made and has proprietary interest
27 as follows:

1
2 On July 3, 1992, Dr. Ouchi executed an employment agreement, which includes an
3 agreement to assign to Solectron all rights, title, and interest to inventions made,
4 conceived, or developed while employed with Solectron (Attachment C).

5
6 While employed at Solectron, Dr. Ouchi made the invention of the application as stated
7 in the Statement of Robert Moll (Attachment D).

8
9 Dr. Ouchi stated he would throw any application sent by Solectron in the garbage as stated in
10 the Statement of Robert Aeschliman (Attachment E).

11
12 On November 7, 2001, I sent a copy of the completed application along with an inventor's
13 declaration to Dr. Ouchi to his last known address by Federal Express (Attachment D).

14
15 Dr. Ouchi's last known address is 20248 Viewcrest Ct., San Jose, CA 95120

16
17 Dr. Ouchi has not replied to my November 7, 2001 letter.

18
19 Solectron must file the application on behalf of Dr. Ouchi in view of his refusal to preserve the
20 rights of the parties or to prevent irreparable damage to Solectron.

21
22 Attached is a check in payment of the fee required under 37 CFR 1.17(h).

23
24 Respectfully submitted,

25 Robert Moll

26 Robert Moll

27 Reg. No. 33,741

28 Robert Moll
29 1173 Saint Charles Court
30 Los Altos, CA 94024
Tel: 650-567-9153
Fax: 650-567-9183
Email: rgmoll@patentplanet.com



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PTO/SB/01 (03-01)

Approved for use through 10/31/2002. OMB 0651-0032

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

**DECLARATION FOR UTILITY OR
DESIGN
PATENT APPLICATION
(37 CFR 1.63)**

☐

Declaration
Submitted
with Initial
Filing

OR

☒

Declaration
Submitted after Initial
Filing (surcharge
(37 CFR 1.16 (e))
required)

Attorney Docket Number

Solectron 721

First Named Inventor

Norman Ken Ouchi

COMPLETE IF KNOWN

Application Number

10/037,545 /

Filing Date

December 21, 2001

Group Art Unit

2154

Examiner Name

Unknown

As a below named inventor, I hereby declare that:

My residence, mailing address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Workflow Systems and Methods for Project Management and Information Management

(Title of the Invention)

the specification of which

☐

is attached hereto

OR

☒

was filed on (MM/DD/YYYY)

12/21/01

as United States Application Number or PCT International

Application Number 10/037,545

and was amended on (MM/DD/YYYY)

(if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐

Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto:

[Page 1 of 2]

Burden Hour Statement: This form is estimated to take 21 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

ATTACHMENT A

DECLARATION — Utility or Design Patent ApplicationDirect all correspondence to: ☒ Customer Number or Bar Code Label OR ☒ Correspondence address below

Name Robert Moll

Address 1173 St. Charles Court

City Los Altos

State CA

ZIP 94024

Country USA

Telephone 650-567-9153

Fax 650-567-9183

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

NAME OF SOLE OR FIRST INVENTOR : ☒ A petition has been filed for this unsigned inventorGiven Name
(first and middle [if any]) Norman KenFamily Name
or Surname OuchiInventor's
Signature *Robert Moll*

Date 5/10/02

Residence: City San Jose

State CA

Country USA

Citizenship USA

Mailing Address 20248 Viewcrest Ct.

City San Jose

State CA

ZIP 95120

Country USA

NAME OF SECOND INVENTOR: ☐ A petition has been filed for this unsigned inventorGiven Name
(first and middle [if any])Family Name
or SurnameInventor's
Signature

Date

Residence: City

State

Country

Citizenship

Mailing Address

City

State

ZIP

Country

☐ Additional inventors are being named on the ____ supplemental Additional Inventor(s) sheet(s) PTO/SB/02A attached hereto.



COPY OF PAPERS
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UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Norman Ken Ouchi
Title: Workflow Systems and Methods for
Project Management and Information
Management

Examiner: Unknown

Art Unit: 2154

Attorney Docket No. Solectron 721

Application No. 10/037,545

Filing date: December 21, 2001

PROOF OF AUTHORITY TO SIGN DECLARATION

POWER OF ATTORNEY

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Examiner:

I grant authority to Robert Moll, Registration No. 33,741, Patent Counsel to Solectron Corporation to sign the inventor's declaration for the above application, and appoint him to prosecute and transact all business in the Patent Office for the above application.

Respectfully submitted,

Robert Aeschliman, Esq.
General Counsel
Solectron Corporation
847 Gibraltar Drive, Building 5
Milpitas, CA 95035

ATTACHMENT B



SOLECTRON

EXEMPT EMPLOYEE PROPRIETARY INFORMATION AGREEMENT

As an employee of Solectron Corporation, a California corporation (the "Company"), and in consideration of the compensation now and hereafter paid to me, I agree to the following:

1. Maintaining Confidential Information

a. Company Information. I agree, at all times during the term of my employment, and thereafter to hold in strictest confidence, and not to use, except for the benefit of the Company, or to divulge or disclose, directly or indirectly, to any person, corporation or other entity, without written authorization of the Board of Directors of the Company, any trade secrets, confidential knowledge, data or other proprietary information (collectively referred to as "Confidential Information") relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its clients, consultants or licensees.

b. Former Employer Information. I agree that I will not, during my employment with the Company, improperly sue or disclose any proprietary information or trade secrets of my former or concurrent employers or companies, if any, and that I will not bring onto the premises of the Company any unpublished document or any property belonging to my former or concurrent employers or companies, if any, unless consented to in writing by said employers or companies.

c. Third Party Information. I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and such third parties, during the term of my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than for the Company or such third party (consistent with the Company's agreement with such third party) without the express written authorization of the Board of Directors of the Company.

2. Retaining and Assigning Inventions and Original Works

a. Inventions and Original Works Retained by Me. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, which belong to me, which relate to the Company's proposed business and products, and which are not assigned to the Company; or, if no such list is attached, I represent that there are no such inventions.

b. Inventions and Original Works Assigned to the Company. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and will assign to the Company all my rights, title, and interest in and to, all inventions, discoveries, improvements, technology, trade secrets, computer programs, know-how, designs, formulas, original works of authorship, or any other confidential materials, data information or instructions, technical or otherwise, and whether or not patentable or copyrightable (collectively referred to as "Inventions") which I may solely or jointly conceive or develop, or reduce to practice, or cause to be conceived or developed, or reduced to practice, during the period of time I am in the employ of the Company. I recognize, however, that Section 2870 of the California Labor Code (as set forth in Exhibit B, hereto) exempts from this provision any invention that (i) I develop entirely on my own time, (ii) does not relate to the business, research or development of the Company, or does not result from any work performed by me for the Company, and (iii) does not involve equipment, supplies, trade secret information or the use of the facilities of the Company.

I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment, and which are protectable by copyright, are works made for hire," as that term is defined in the United States Copyright Act (17 USCA, Section 101).

c. Maintenance of Records. I agree to keep and maintain adequate and current written records of all inventions made by me with the company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

d. Inventions Assigned to the United States. I agree to assign to the United States government all my rights, title, and interest in and to, any and all inventions, original works of authorship, developments, improvements or trade secrets, whenever such title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

e. Obtaining Letters Patent and Copyright Registrations. I agree that, whenever requested by the Company, I shall assist the Company in obtaining United States or foreign letters patent and copyright registrations, as the case may be, covering inventions assigned hereunder to the Company, and I shall execute any patent or copyright applications, or such other documents considered necessary by the Company or its counsel, to apply for and obtain such letters patent or copyrights.

I agree that my obligation to assist the Company to obtain United States or foreign letters patent and copyright registrations, as the case may be, covering inventions assigned hereunder to the Company, shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate for time actually spent by me at the Company's request on such assistance.

If the Company is unable, because of my mental or physical incapacity, or for any other reason, to secure my signature to apply for or to pursue

any application for any United States or foreign letters patent or copyright registrations, as the case may be, covering inventions assigned to the Company as above, then I hereby irrevocably designate and appoint the Company, and its duly authorized officers and agents, as my agent and attorney in fact, to act for and on my behalf and stead, to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now, or may hereafter, have for infringement of my patents or copyright resulting from any such application for letters patent or copyright registrations assigned hereunder to the Company.

f. Exception to Assignments. I understand that the provisions of this Agreement requiring assignment to the Company do not apply to any invention which qualifies fully under the provisions of Section 2870 of the California Labor Code, which is set forth at the end of this Agreement. I will advise the Company promptly in writing of any inventions that I believe meet the criteria in Subparagraphs 2b(i), (ii), and (iii) above; and I will at that time provide to the Company, in writing, all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence, and will not disclose to third parties without my consent, any confidential information disclosed in writing to the Company relating to inventions that qualify fully under the provisions of Section 2870 of the California Labor Code.

3. Conflicting Employment. I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

4. Returning Company Documents. I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

5. Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

6. General Provisions

a. Governing Law. This Agreement will be governed by the laws of the State of California.

b. Entire Agreement. This agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity of the scope of this Agreement.

c. Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

d. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e. Effective Date. This Agreement shall be effective as of 7/1, 1992, the date I commenced employment with the Company.

K. Nishimura 7/3/92
Witness Signature Date

K. NISHIMURA
Name of Witness (print)

Norman K. O'Leary 7/3/92
Employee Signature Date

NORMAN K. O'LEARY
Name of Employee (print)

CALIFORNIA LABOR CODE SECTION 2870 EMPLOYMENT AGREEMENTS; ASSIGNMENT OF RIGHTS

"Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (a) which does not relate (1) to the business of the employer or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable."



UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Norman Ken Ouchi

Examiner: Unknown

Title: Workflow Systems and Methods for

Art Unit: 2154

Project Management and Information

Attorney Docket No. Solectron 721

Management

Application No. 10/037,545

Filing date: December 21, 2001

STATEMENT OF ROBERT MOLL

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Examiner:

I declare Norman Ken Ouchi discussed and provided documents regarding an invention he had conceived while employed at Solectron Corporation, which provide the basis for my preparing the above application.

On November 7, 2001, I sent by Federal Express (FedEx Airbill enclosed) a copy of the above application along with an inventor's declaration to Dr. Ouchi at his last known address: 20248 Viewcrest Ct., San Jose, CA 95120.

Robert Moll

Robert Moll
Registration No. 33,741

ATTACHMENT D

2154



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I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on: May 14, 2002.

Robert Moll

Robert Moll

UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Norman Ken Ouchi Examiner: Unknown
Title: Workflow Systems and Methods for Art Unit: 2154
Project Management and Information Attorney Docket No. Soletron 721
Management
Application No. 10/037,545
Filing date: December 21, 2001

TRANSMITTAL OF STATEMENT OF ROBERT AESCHLIMAN

Office of Petitions
Assistant Commissioner for Patents
Washington, D.C. 20231

RECEIVED

MAY 31 2002

Technology Center 2100

Dear Examiner:

On May 13, 2002, applicant's representative mailed a petition for filing by other than inventor under 35 USC 118. This petition included a Statement of Robert Aeschliman (Attachment E), which contained an error in the application number. The undersigned now submits the enclosed replacement copy of the Statement of Robert Aeschliman to correct the error.

Respectfully submitted,

Robert Moll

Robert Moll
Reg. No. 33,741

1173 Saint Charles Court
Los Altos, CA 94024
Tel: 650-567-9153
Fax: 650-567-9183
Email: rgmoll@patentplanet.com



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In re Application of: Norman Ken Ouchi

Examiner: Unknown

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Filing date: December 21, 2001

STATEMENT OF ROBERT AESCHLIMAN

RECEIVED

Assistant Commissioner for Patents
Washington, D.C. 20231

MAY 31 2002

Technology Center 2100

Dear Examiner:

On or about December 5, 2001, in a telephone conversation I told Norman Ken Ouchi that Robert Moll, Patent Counsel to Solectron Corporation, would send the above application for him to review and to sign the declaration. Norman Ken Ouchi stated that he would throw any application sent to him in the garbage.

Robert Aeschliman, Esq.
General Counsel
Solectron Corporation
847 Gibraltar Drive, Building 5
Milpitas, CA 95035

ATTACHMENT E



UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Norman Ken Ouchi

Examiner: Unknown

Title: Workflow Systems and Methods for

Art Unit: 2154

Project Management and Information

Attorney Docket No. Solelectron 721

Management

Application No. 10/037,544

Filing date: December 21, 2001

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Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Examiner:

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Robert Aeschliman, Esq.
General Counsel
Solelectron Corporation
847 Gibraltar Drive, Building 5
Milpitas, CA 95035

ATTACHMENT E